



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BID #35-13
FURNISH ONE (1) 6-CUBIC YARD REAR LOAD REFUSE TRUCK**

Sealed bids addressed to the City of Rockville, Maryland for **FURNISH ONE (1) 6-CUBIC YARD REAR LOAD REFUSE TRUCK** will be received at the Purchasing Division, Rockville City Hall, 2ND Floor, 111 Maryland Avenue, Rockville, Maryland 20850 until **2 P.M., WEDNESDAY, JULY 10, 2013** at which time they will be publicly opened and read aloud in the Mayor and Council Chambers at the same address.

The bidder assumes full responsibility for the timely delivery of a bid to the designated location. Bids delivered to any other office or location will not be considered.

SCOPE OF WORK

The vendor shall furnish one (1) 6-Cubic Yard Rear Load Refuse Truck. See Pages 11 through 20 for a complete description.

QUESTIONS

Questions pertaining to this Bid may be directed to Pat Ryan, Buyer II, via email at pryan@rockvillemd.gov, no later than Tuesday, July 2, 2013 by 5PM. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

SUBMISSION

Bid forms in duplicate must be submitted in a sealed envelope. Per the example below, the face of the envelope shall contain the title of the bid, the bid number, the name and address of the bidder, as well as, the date and time of the bid opening.

BID TITLE: "FURNISH ONE (1) 6-CUBIC YARD REAR LOAD REFUSE TRUCK"
BID NUMBER: IFB #35-13
BIDDER: (INSERT BIDDER'S NAME & ADDRESS)
DUE DATE: 07/10/2013; 2:00PM (EST)

All bids are to be addressed and delivered by the date and time specified to:

Pat Ryan, Buyer II
Purchasing Department, 2nd Floor
City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland and all foreign corporations must be in compliance with the State of Maryland Code of Regulations Title 21 State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any intrastate business in this State". Within the State of Maryland please call 1-888-246-5941.

Companies located outside of Maryland should call 1-410-767-1006, or e-mail:

charterhelp@dat.state.md.us

US TREASURY IDENTIFICATION

Bidders must also be qualified to bid in Maryland in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts commuted after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

Bidders must supply their U.S. Treasury Department Employers' Identification Number in the space provided on the Bid Proposal Form.

DISABILITY INFORMATION

Any individual with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.



CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
 NON-CONSTRUCTION – 10/2012

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
 - Bid proposal page(s) in duplicate
 - Non-collusion/non-conviction affidavit
 - References, if requested
 - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>
6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
 - a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Agent prior to the time set for bid opening.
 - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Agent determines that the mistake was inadvertent and bona fide;
 - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by

objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.

- d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
 - g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance on previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
 - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.
15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.

17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.
19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.
20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
22. **TRAVEL TIME**
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.
23. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
25. **ELECTRONIC PAYMENT OPTION**
The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:
<http://www.rockvillemd.gov/business/payment>
26. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
27. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
28. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any

increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.

29. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
30. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
32. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
33. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
34. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
35. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
36. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
37. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
38. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City. Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site

And Remote Access Confidentiality Agreement, which can be viewed at the following web address:
http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf.

39. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
40. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
41. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

42. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
43. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
44. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

45. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract

or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.

46. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
47. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
48. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
49. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
50. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.
51. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

INSURANCE REQUIREMENTS REV2 (09/08)

NOT REQUIRED FOR IFB #35-13

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

IFB #35-13

FURNISH ONE (1) 6-CUBIC YARD REAR LOAD REFUSE TRUCK
SPECIAL PROVISIONS

A) CONDITION OF VEHICLE, EQUIPMENT, COMPONENTS, AND MATERIALS SUPPLIED

Vehicles/equipment shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the specifications, contractor shall abide by specific manufactures' instructions and recommendations on installation and operations

The term "heavy duty", when used in this specification, shall mean that the bidder is to supply the largest size or the strongest component that is available as an option for the type of vehicle described. The usage of a "brand name or equal" specification is for the purpose of describing a characteristic, a standard of quality, or the level of performance desired and is not intended to limit or restrict bidder competition. Bidder may offer any brand which meets or exceeds the specification UNLESS "brand name only" is specified. Bids on other makes and models will be considered provided the bidder clearly states on the proposal form what is being proposed and forwards with the bid completed descriptive literature indicating how the characteristics of the article being offered meet the specification. The City reserves the right to accept or reject items offered as an equal.

B) BROCHURE

Submit only one (1) brochure or literature describing the vehicle or equipment you are offering in response to this bid.

C) PAYMENT TERMS

A check for 100% of the amount of the Purchase Order will be given to the successful bidder within 10 working days when the follow two conditions have been meet:

1. The vehicle and/or piece of equipment are delivered to the above address.
2. The delivered unit(s) are found to be in full compliance with the bid as awarded including all paper work, manuals, CD/DVD, warranties, and requested options.

Please call Pat Stroud at (240) 314-8485 with notification of the expected delivery date at least 24 business hours prior to delivery.

D) DELIVERY

The bidder shall deliver the vehicle(s) and/or equipment within the number of days offered on the Bid Proposal Form. All deliveries are to be made to the Public Works Department / Fleet Services Division located at 14625 Rothgeb Drive Rockville, Maryland 20850. Please contact MVM 24 hours prior to delivery. The unit(s) shall be fully serviced before delivery, with all recommended lubricants in the engine and chassis, all required adjustments completed and the addition of a permanent type anti-freeze in the cooling system to protect against freezing to 30 degrees below zero Fahrenheit.

E) DEFECTIVE VEHICLES, EQUIPMENT, SUPPLIES/SERVICES

Defective or unsuitable materials, components, workmanship or unit operation shall be rejected and shall be made good by the contractor. If any aspect of the item supplied is found to be defective or damaged before final acceptance, the contractor shall make good such defects in a manner satisfactory to the City, without extra compensation even though said defect may have not been due to any act or neglect of the contractor.

F. MANUALS

At the time of delivery, the Dealer shall provide one operator's manual for each unit provided AND one (1) COMPLETE set of repair manuals for the year and model of the specific type unit provided. This is to include all manuals and schematics for: Engine Repair & Diagnosis, Body, Chassis, Power-train, Emission, Electrical, Electronics, Vacuum, Hydraulics, and Auxiliary Systems. **NOTE: CD style manual preferred.**

Bidder's Name _____

RETURN THIS FORM IN DUPLCIATE

FURNISH ONE (1) 6-CUBIC YARD REAR LOAD REFUSE TRUCK

PROVIDE THE FOLLOWING INFORMATION

DEALER DOCUMENTATION AND PREPARATION: Vehicles and equipment that have tag and title requirements shall be delivered with the following documents:

1. Temporary registration and tags,
2. A mileage statement,
3. A Certificate of Origin,
4. A separate invoice for each vehicle indicating all charges,
5. An Application for Title in Maryland **signed by the dealer**, and filled out as follows:

- APPLICANT'S NAME: Mayor and Council of the City of Rockville
- ADDRESS: 111 Maryland Ave. Rockville, Md. 20850
- SOUNDEX NUMBER: Z-976-000-495-21 9
- INSURANCE CO.: Local Government Insurance Trust
- POLICY NO.: 0094
- AGENT: Local Government Insurance Trust
- CLASS OF TAG: LG (local government)

IMPORTANT:

MARYLAND DEALER'S CERTIFICATION MUST BE COMPLETED IN FULL OR VEHICLE CAN NOT BE ACCEPTED.

MANUALS

At the time of delivery, the Dealer shall provide:

One (1) operator's manual for each unit provided

One (1) COMPLETE set of repair/shop manuals for the year and model of the specific type unit provided. This is to include all manuals and schematics for: Engine Repair & Diagnosis, Body, Chassis, Power-train, Emission, Electrical, Electronics, Vacuum, Hydraulics, and Auxiliary Systems.

NOTE: CD/DVD style manual preferred.

Bidder's Name _____

RETURN THIS FORM IN DUPLCIATE

SPECIFICATIONS FOR:**MODEL YEAR:** 2013 / 2014

NOTE: Previous model year (2012 / 2013) may be bid as an alternate and will be considered. All warranties and specifications must apply. If unit offer has been used for demo purpose mileage may NOT exceed 3000 miles.

GVWR/GCWR: 14,500/20,500 lbs. minimum.

GENERAL DESCRIPTION: The specifications are intended to describe low cab forward two-wheel truck equipped with, a six (6) cubic yard capacity rear loading refuse body. The unit shall be delivered complete and ready for use. The chassis and body shall conform to current Federal and Maryland safety regulation at time of manufactured.

Please note all product information or exceptions in the space provided in right column of this table.

ITEM	Offered
Year	
Make	
Model	
GVWR	

All vehicles should have an owner/operator manual. Operator's training is to be provided by both the truck manufacturer representative and the truck body up fitter representative before the vehicles are placed in service. All implied warranties shall start the day the vehicles are placed in service to be accompanied by an in service certification form provided by manufacturer.

1. Please note any exceptions in space provided.
2. Standard Requirements:
3. Vehicle Reference
 - 3.1. Isuzu Model NPR-HD (name brand or equal)
 - 3.1.1. Single rear axle.
4. Cab Forward:
 - 4.1. Forward tilting cab.
 - 4.1.1. Right and left door shall be equipped with bolt on style hinges for easy replacement and that can be replace without the removal of any cab sheet metal.
5. Frame
 - 5.1. 316,800 lbs.-ft./in. RBM, 7.20 inches³ Section Modulus
6. Axles
 - 6.1. Front rated at 5,360 lbs. minimum.
 - 6.2. Rears rated at 14,550 minimum,
 - 6.2.1. single speed, equipped with brake backing plates, magnetic drain plug.
 - 6.2.2. The gear ratio for the rear axle shall yield a minimum road speed of 65 mph at the governed speed.

Bidder's Name _____

RETURN THIS FORM IN DUPLCIATE

7. Springs

7.1. Tapered multi-leaf

7.1.1. Front rated at 6,830 lbs. minimum

7.1.2. Rear rated at 9,880 lbs. minimum

7.1.2.1. Manufacture's standard shock absorption and stabilizer system

8. Dimensions:

8.1.1. Wheelbase (WB) and Cab-to-axle (CA): The bidder must meet the required WB/CA the body manufacturer recommends for 6 cubic yard rear load refuse body offered in this bid.

9. Backup Alarm:

9.1. One, 12-dba electronic beeper type.

10. Painting:

10.1. The cab is to be cleaned, primed and painted with not less than two coats of white automotive Paint.

10.2. The undercarriage to be painted with black enamel.

11. Interior Trim & Features:

11.1. The interior shall include an all vinyl seating. (Neutral color only).

11.2. Features include: radio with clock, heater/defroster, air conditioning, two (2) power points and multi-speed windshield wipers with spray washer.

11.3. Gauges include: Speedometer, odometer, engine hour meter, engine coolant temperature, fuel level, charging system (volt or amps), and engine oil.

11.3.1. NOTE: Addition warning lights and gauges maybe required as per specification for refuse body hydraulic and operational systems.

12. Engine:

12.1. Electronic fuel injected Isuzu 4HK1-TC (name brand or equal) turbocharged intercooled diesel engine rated at not less than 215 horsepower at 2,500 rpm. The engine shall be design to efficiently operate on Ultra Low Sulfur Clean #2 Diesel fuel while meeting the latest state and federal 2010 EPA emission standard for diesel engines. The engine shall be equipped with a full flow spin on oil filter, and replaceable dry type air filter.

12.1.1. Variable speed electronic throttle up control

12.1.2. Racor fuel conditioning module with engine mounted secondary fuel filter

12.1.3. Automatic engine shut down with notification alarm.

12.1.4. Dash mounted oil level check switch and light.

13. Cooling System:

13.1. Heaviest duty system available. Upgraded option acceptable.

14. Exhaust System:

14.1. Under chassis horizontal system.

15. Electrical System:

Bidder's Name _____

RETURN THIS FORM IN DUPLCIATE

- 15.1. Twelve12-Volt system, 110 amp alternator, with two 750 CCA maintenance free batteries.
- 16. Steering:
 - 16.1. Integral hydraulic power.
- 17. Transmission:
 - 17.1. 5 speed automatic with gear driven Power Take Off (PTO) and external "spin on/off" fluid filter.
- 18. Tires:
 - 18.1. 215/84R-16E radial tread front and rears that meet or exceed (in combination) the vehicle's GVWR. Steel disc wheels acceptable.
 - 18.2. One (1) matching spare tire and rim of size and style mounted on truck will be included.
- 19. Service Brakes:
 - 19.1. Vacuum/hydraulic with 4-channel ABS
 - 19.1.1. Disc front
 - 19.1.2. Drum rear
- 20. Fuel Tank:
 - 20.1. 30 gallon capacity
 - 20.2. Dual filter Fuel/Water Separator with dash mounted indicator light.
- 21. Lights And Markers:
 - 21.1. Must meet minimum standard of State of Maryland and Federal codes and regulations. Unit will also be equipped with cab roof mount amber (caution yellow) high intensity rotating beacon. Switch to activate beacon to be incorporated into the control function console for hydraulic system.
 - 21.2. Dash mounted (remote) heavy-duty four way flasher switch. This may be an aftermarket add-on item.
- 22. Glass:
 - 22.1. All tinted.
- 23. Windshield Wiper:
 - 23.1. Two Speeds with intermittent function and washer.
- 24. Mirrors:
 - 24.1. Heated System
 - 24.1.1. 16"x7" right and left mirrors with 8" convex mirror mounted below.
- 25. Safety Equipment:
 - 25.1. Shall include one first aid kit (example: J&J model #8161), one 10# ABC dry chemical fire extinguisher, and one triangle kit.
 - 25.1.1. All to be mounted and placed in such a manner as not to hamper the driver's ability to operate the vehicle safely.
- 26. Warranty:
 - 26.1. Five (5) years / 100,000 miles

Bidder's Name_____

RETURN THIS FORM IN DUPLCIATE

REFUSE BODY: Exceptions to the above specifications shall be noted in this spaces provided. Attached specifications sheets or reference sheets or any other specifications WILL NOT be considered an exception and may deem your bid non-responsive. Do not submit dealer/manufacture specification pages.

6 Cubic Yard Rear Load Refuse Style Body

All warranties must be stated in writing with bid proposal. Body and its components must comply with all State of Maryland and Federal codes and regulations. All component installation will conform to the latest recommendation, procedures, and regulations of the following organization: ASME, ASTM, AISI, API, AWS, DOT, FPS, ICC, ISO, JIC, MSS, NFPA, NEMA, NTEA, OSHA, SAE, TTMA, USAIS.

ANSI and CE Certified meeting ANSI Z245.1 safety standard.

27. Body Reference

27.1. New Way Diamondback TM 6 RL, (name brand or equal)

28. Dimension:

28.1.1. Capacities

28.1.1.1. 6 yd³ packer body

28.1.1.2. 1 yd³ hopper

28.1.2. Width: 75"

28.1.3. Length: 161"

28.1.4. Height: 61"

28.1.5. Weight: 5,840 lbs. +/- 100 lbs.

28.1.6. Hopper opening width: 54"

28.1.7. Loading sill height: 3 ½" below frame

29. Compaction Rating: 800 lbs./yard³ minimum.

30. Hydraulic System

30.1. 22 gallon oil reservoir with sight gauge.

30.2. 17 gpm oil flow minimum

30.3. Adjustable pressure valves.

30.4. Gear driven, transmission mounted, electronically activated Power Take Off pump producing a minimum of 17 gpm hydraulic oil flow at 1000 rpm. PTO unit equipped with adjustable automatic overrun protection to disengage PTO when set engine RPM is exceeded.

31. Hydraulic Cylinders

31.1.1. Slide cylinder: 2 ½"

31.1.2. Sweep cylinder: 2 ½"

31.1.3. Tailgate cylinder: 2 ½"

31.1.4. Ejection cylinder: 3 stage, 5 ½"

32. Hopper Cycle Time: 10 seconds maximum.

33. Body Construction:

Bidder's Name _____

RETURN THIS FORM IN DUPLCIATE

33.1. 10 gauge steel with a minimum rating of 50,000 psi on the roof, sides, upper floor, ejection blade, tailgate.

33.2. ¼" steel with a minimum rating of 50,000 psi on the lower floor, sweep blade, and hopper floor.

34. Body Features:

34.1. Semi-Automatic Cycling

34.2. Auto-locking tailgate with visual and audible tailgate ajar warning indicator (s) located in cab interior.

34.2.1. Audio alarm shall have an operator over-ride.

34.3. Electronic backup alarm

34.4. Driver side body access door

34.5. DOT approved reflective tape along full length of body sides and rear structure.

34.6. Grommet LED stop/tail/turn/reverse lighting mount in high and low position of packer body

34.7. High intensity amber strobe lamps on mounted in upper corners of body structure. These light are to be independently operated from the Vehicle Hazard Warning Lamps.

34.8. Rear vision camera for backing up.

34.9. Driver alert button

34.10. Curb side rear body, hopper control with engine throttle-up and body operation controls. Driver side front body, ejection blade and tailgate controls with engine throttle up.

34.11. Complete set of shop manuals/system diagrams in CD/DVD format.

34.12. Full operator training.

35. Cart Tipper

35.1. Perkins (name brand or equal) "Tuck-Away" style.

35.1.1. Mounted to be off center towards curbside.

35.1.2. Control location curbside rear body.

36. Extended Warranty (state below)

MILES: _____ MONTHS _____

Exceptions to the above specifications shall be noted in this spaces provided. Attached specifications sheets or reference sheets or any other specifications WILL NOT be considered an exception and may deem your bid non-responsive. Do not submit dealer/manufacture specification pages.

Bidder's Name _____

RETURN THIS FORM IN DUPLCIATE

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BID 35-13
FURNISH ONE (1) 6-CUBIC YARD REAR LOAD REFUSE TRUCK**

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID IN DUPLICATE.

In accordance with your notice and requirements contain in the detailed specifications of this bid, we propose to supply the following items (fill in details below):

Item #	Item Description	Year / Make / Body Make	Qty	COST
	Cab and Chassis			
	6 Cubic Yard Rear Load Refuse Body			
1	COMPLETED UNIT	TOTAL BID PRICE	1	

Delivery of proposed unit will be _____ days after receipt of purchase order.

Units shall be delivered between the hours of 7:30am and 3:00pm Monday through Friday to:
City of Rockville / Fleet Services, 14625 Rothgeb Drive, Rockville, Maryland 20850

ADDENDA RECEIVED			
DATE		Number	

VENDOR INFORMATION				
Company Name				
Company Address				
City		State / Zip		
Telephone			Fax Number	
Company Representative				
E-Mail Address				
U.S. Treasury Employer's Identification Number				

VENDOR'S SIGNATURE	DATE

AFFIDAVIT

I hereby affirm that: I am the _____ and the duly authorized representative of the firm of _____

whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____

Printed Name _____ Date _____

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

☐ Alexandria, Virginia
☐ Alexandria Public Schools
☐ Alexandria Sanitation Authority
☐ Arlington County, Virginia
☐ Arlington County Public Schools
☐ Bowie, Maryland
☐ Charles County Public Schools
☐ College Park, Maryland
☐ Culpeper County, Virginia
☐ District of Columbia
☐ District of Columbia Courts
☐ District of Columbia Public Schools
☐ District of Columbia Water & Sewer Auth.
☐ Fairfax, Virginia
☐ Fairfax County, Virginia
☐ Fairfax County Water Authority
☐ Falls Church, Virginia
☐ Fauquier County Schools & Government, Virginia
☐ Frederick, Maryland
☐ Frederick County, Maryland
☐ Gaithersburg, Maryland
☐ Greenbelt, Maryland
☐ Herndon, Virginia
☐ Loudoun County
☐ Loudoun County Public Schools
☐ Loudoun County Sanitation Authority
☐ Manassas, Virginia
☐ City of Manassas Public Schools
☐ Manassas Park, Virginia

YES NO JURISDICTION

☐ Maryland-National Capital Park & Planning Comm.
☐ Metropolitan Washington Airports Authority
☐ Metropolitan Washington Council of Governments
☐ Montgomery College
☐ Montgomery County, Maryland
☐ Montgomery County Public Schools
☐ Prince George's County, Maryland
☐ Prince George's Public Schools
☐ Prince William County, Virginia
☐ Prince William County Public Schools
☐ Prince William County Service Authority
☐ Rockville, Maryland
☐ Spotsylvania County Schools
☐ Stafford County, Virginia
☐ Takoma Park, Maryland
☐ Upper Occoquan Sewage Authority
☐ Vienna, Virginia
☐ Washington Metropolitan Area Transit Authority
☐ Washington Suburban Sanitary Commission
☐ Winchester, Virginia
☐ Winchester Public Schools

Vendor Name/ Revised 6/18/13